

Remarks

Claims 1-50 were pending. Claims 1, 11, 18, 21, 23, 29, 39, 44, and 45 have been amended while claims 5, 22, and 40 have been cancelled. Applicants assert that all pending claims are in a condition for allowance. Applicants request reconsideration in view of the amendments and remarks below.

Allowable subject matter

The Office Action indicated that claims 5, 7-9, 16, 18-20, 22, 25-28, 32, 36-38, 40, and 46 contained allowable subject matter but were objected to for being dependent upon a rejected base claim.

The subject matter of claim 5 is now incorporated into claim 1 and claim 5 is cancelled such that claims 1-4 and 6-10 are in condition for allowance for at least these reasons.

A portion of the subject matter of claim 18 has now been incorporated into claim 11 and claim 18 has been amended. Applicants assert that the subject matter taken from claim 18 and added to claim 11 is adequate to place claims 11-20 in condition for allowance for at least these reasons as the cited references fail to disclose this subject matter. Furthermore, claim 18 through its dependence upon claim 11 maintains all of the previously indicated allowable subject matter.

The subject matter of claim 22 is now incorporated into claim 21 and claim 22 is cancelled such that claims 21 and 23-28 are in condition for allowance for at least these reasons.

The subject matter of claim 40 is now incorporated into claim 39 and claim 40 is cancelled such that claims 39 and 41-44 are in condition for allowance for at least these reasons.

102 Rejections

Remaining claims 29-31, 33, 45, and 47-50 stand rejected under 35 USC 102(b) as being anticipated by Sage (US 4,630,323). Applicants respectfully traverse these rejections to the extent they apply to the currently pending claims.

In relation to claim 29, it is recited that the second sheet comprises a non-skid,

non-adhesive material. This language is supported by the specification in several places where the non-skid material is said to be a layer of rubber which is an example of a non-skid, non-adhesive material. See, for example, page 6 lines 21-25. Sage fails to disclose a sheet comprising such a non-skid, non-adhesive material. Sage only discloses that an adhesive may be used to prevent skidding. Thus, the use of an adhesive to prevent skidding as disclosed in Sage is contrary to the claim recitations such that claims 29-31 and 33-38 are allowable for at least these reasons in addition to the previous indication of allowable subject matter for certain dependent claims of this range.

In relation to claim 45, it is recited that a first fixture guard panel consists of a padding layer that is adjacent a first surface of the fixture. Thus, the panel is entirely the pad. This language is supported in the specification such as at page 24, lines 1-5 referring to pads 702 and 708 of FIG. 7 which are examples of non-enclosed padding. Sage fails to disclose that any panel is just the pad, as the panels of Sage include outer layers to enclose any padding. Thus, the enclosed panels of Sage are contrary to the claim recitations such that claims 45-50 are allowable for at least these reasons in addition to the previous indication of allowable subject matter for certain dependent claims of this range.

103 Rejections

All claims rejected under 35 USC 103 have been addressed above as containing allowable subject matter. Applicants assert that neither Ziebert nor Sage disclose the recitations of those claims.

Claims 13 and 35

Applicants have found no specific treatment for claims 13 and 35 but note that these claims are indicated on the Office Action summary as being rejected. Applicants request that an indication be provided in the next action as to the basis of rejection of the subject matter of these claims.

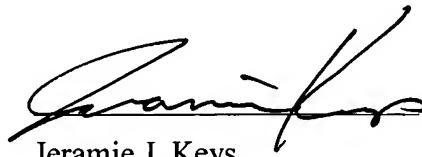
Conclusion

Applicants assert that the application including claims 1-4, 6-21, 23-39, and 41-50

is in condition for allowance. Applicants respectfully request reconsideration and further examination in view of the amendment and remarks above and further request that a Notice of Allowability be provided. Should the Examiner have any questions, please contact the undersigned.

No fees are believed due. However, please charge any additional fees or credit any overpayment to Deposit Account No. 50-3025.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeramie J. Keys", written over a horizontal line.

Jeramie J. Keys
Reg. No. 42,724

Date: March 23, 2006

Withers & Keys, LLC
P.O. Box 71355
Marietta, Ga 30007-1355
(404) 849.2093